

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Purchase Order Approval (Staff recommends approval).

**REQUESTED ACTION:** Approve Purchase Orders

☐ Work Session (Report Only) **DATE OF MEETING:** 2/8/11

☒ Regular Meeting ☐ Special Meeting

**CONTRACT:** ☐ N/A Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Managing Division / Dept: Financial Services

**BUDGET IMPACT:** \_\_\_\_\_

☐ Annual **FUNDING SOURCE:** \_\_\_\_\_

☐ Capital **EXPENDITURE ACCOUNT:** \_\_\_\_\_

☐ N/A

**HISTORY/FACTS/ISSUES:**

PO Number	PO Amount	Vendor Name	PO Description
53485	\$100,000.00	Kessler Consulting Services	Open PO for consulting and technical services for the FORCE Grant from October 2010 through September 2011
53527	\$38,658.73	CDW Government	Windows Server Software
53885	\$100,000.00	AKCA	Road striping
54102	\$31,173.98	Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers	Annual physical exams for Fire Services personnel
54595	\$49,324.55	Alan Jay Automotive Network	2011 Chevy Express Cargo Van and 2011 Chevy Silverado Truck for Facility Maintenance

# PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

## BOARD OF SUMTER COUNTY COMMISSIONERS

53485

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

┌

Kessler Consulting Services  
14620 N Nebraska Ave  
Tampa, FL 33613

└

DATE 12/30/10

DEPT. Solid Waste

BY Scott G. Courtney  
Jo Jan 11

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001-171-534-3100		1	Open purchase order for consulting and technical services for the FORCE grant from October 2010 through September 2011.	\$100,000.00	\$100,000.00
No quotes due to contract w/ vendor.					
TERMS:				TOTAL	\$100,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

### DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS  
WHITE COPY - TO VENDOR  
CANARY COPY - TO DEPARTMENT HEAD  
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: OFFICER OR DEPT. HEAD DATE:

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-801262366C-3.

# PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

## BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53527

**TO**

**BUSHNELL, FLORIDA 33513-9402**

☐

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

☐ **DATE** January 24, 2011

**DEPT.** Information Technology

☐ **BY** 

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001-415-519-5200		6	MS GSA WIN SRV DC 2008 R2 1CPU	1,647.18	9,883.08
		300	MS GSA WIN SRV DCAL 2008	19.98	5,994.00
		50	MS GSA REMOTE DT SVC UCAK 2008 R2	57.90	2,895.00
		50	MS GSA OFFICE PRO PLUS 2010	348.04	17,402.00
		5	MS GSA WIN SRV STD 2008 R2	496.93	2,484.65
(Windows Server Software)					
<b>TERMS:</b>				<b>TOTAL</b>	38,658.73

**BOARD OF SUMTER COUNTY COMMISSIONERS**

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**AUTHORIZED BY:** \_\_\_\_\_

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The Right Technology.  
Right Away.™

www.CDWG.com  
800-808-4239

Page 1

## SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
WGH6096	9829476	12/20/2010

ANNETTE FITZPATRICK  
B 910 N MAIN ST STE 201  
I  
L  
L SUMTER COUNTY BOARD OF COUNTY COMM  
T BUSHNELL, FL 33513-5006  
O

Customer Phone # 3527930200

S SUMTER COUNTY BOARD OF COUNTY COMM  
H 910 N MAIN ST STE 201  
I  
P ED WATSON  
T BUSHNELL, FL 33513-5006  
O Contact: ED WATSON 352-569-1519

Customer P.O.# DATACENTER QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ROGER HEROUX 877-837-9662	ELECTRONIC DISTRIB	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	1844359	MS GSA WIN SRV DC 2008 R2 1CPU Mfg#: MLG-P71-06392 Contract: GSA SCHEDULE GS-35F-0195J	1647.18	9883.08
300	1417032	MS GSA WIN SRV DCAL 2008 Mfg#: MLG-R18-02830 Contract: GSA SCHEDULE GS-35F-0195J	19.98	5994.00
50	1844335	MS GSA REMOTE DT SVC UCAL 2008 R2 Mfg#: MLG-6VC-01292 Contract: GSA SCHEDULE GS-35F-0195J	57.90	2895.00
50	2077423	MS GSA OFFICE PRO PLUS 2010 Mfg#: MLG-79P-03586 Contract: GSA SCHEDULE GS-35F-0195J	348.04	17402.00
5	1844363	MS GSA WIN SRV STD 2008 R2 Mfg#: MLG-P73-05005 Contract: GSA SCHEDULE GS-35F-0195J	496.93	2484.65
SUBTOTAL				38658.73
FREIGHT				.00
SALES TAX				.00

TOTAL US Currency  
38,658.73

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061  
General Phone: 847-371-5000 Fax: 847-419-6200  
Account Manager's Direct Fax: 847-465-5279

Please remit payment to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

Total	38,658.73
FMV Lease Option	1,136.57/Month
Total	38,658.73
\$BO Lease Option	1,238.24/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact you Account Manager for details. Payment quoted subject to change. \*\*

=====

#### Why finance?

- \* Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- \* Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- \* Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- \* Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term. And choose to return or purchase the equipment at end of lease.
- \* Bundle Costs. You can combine hardware, software, and services into a single transaction! Which means you can pay for your software licenses over time. We know your challenges and understand the need for flexibility.

#### General Terms and Conditions:

\*\*This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.



# PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

## BOARD OF SUMTER COUNTY COMMISSIONERS

53885

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

TO

BUSHNELL, FLORIDA 33513-9402

┌

AKCA  
4603 Reece Road  
Plant City, FL 33566

┐

DATE 1/13/11

DEPT.

Road and Bridge

BY

*[Signature]*  
17 Jan 11

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
103-40-541-4631		1	Road Striping - FY 2010/2011 AKCA is under contract with the county.	\$100,000.00	\$100,000.00
TERMS:				TOTAL	\$100,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

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OFFICER OR DEPT. HEAD

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# PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

## BOARD OF SUMTER COUNTY COMMISSIONERS

54102

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

**TO**

Life Extension Clinics, Inc.  
d/b/a Life Scan Wellness Centers  
1011 North MacDill Ave.  
Tampa, FL 33607

DATE January 31, 2011

DEPT. Fire Services

BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
182-	182-522-3100	74	Comprehensive Physical Exams	359.47	26,600.78
		74	Chest X-ray	61.80	4,573.20
			City of Jacksonville Contract # 8158-04		
			Annual Physical Exams for Fire Services Personnel		
			TERMS:	TOTAL	31,173.98

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

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## **Greek, Leland**

---

**From:** ttlswc@aol.com  
**Sent:** Wednesday, February 02, 2011 11:50  
**To:** lgreek1@cfl.rr.com; Greek, Leland  
**Subject:** Life Scan  
**Attachments:** Jax 2011 pricing.xls

### **Life Scan Wellness Centers**

**11200 Seminole Blvd  
Suite 100  
Largo, FL 33778  
(727)258-4817**

Chief Greek,

This is to confirm that the pricing for sumter county will be the same as shown in the Jacksonville contract previously recieved. Life Scan acknowledges that Sumter county will be piggy backing off of the Jacksonville contract for their annual fire fighter physicals. The cost for each physical will be \$359.47 and will include all exams and tests listed on the attached Life Scan Medical Summary. The additional tests listed at the bottom are optional and will not be included in this price of \$359.47. There will be no additional costs outside of this. Please let me know if you need any further information from me.

Tammy



OFFICE OF GENERAL COUNSEL  
CITY OF JACKSONVILLE

CINDY A. LAQUIDARA  
GENERAL COUNSEL

MICHAEL J. ARINGTON  
DEBRA A. BRAGA  
WILLIAM B. BURKETT  
DERREL Q. CHATMON  
DAVID J. D'AGATA  
TWANE L. DUCKWORTH  
LORE L. FRENCH  
JASON R. GABRIEL  
JOHN F. GERMANY, JR.  
SEAN B. GRANAT  
LAWSKIA J. HODGES  
MARY W. JARRETT  
HOWARD M. MALTZ  
NEILL W. MCARTHUR, JR.  
JAMES R. MCCAIN, JR.  
CAROL MIRANDO  
MICHELLE M. MOORE



CITY HALL, ST. JAMES BUILDING  
117 WEST DUVAL STREET, SUITE 480  
JACKSONVILLE, FLORIDA 32202

KAREN M. CHASTAIN  
CHIEF DEPUTY GENERAL COUNSEL

WENDY L. MUMMAW  
DOUGLASS E. MYERS, JR.  
KRISTINA G. NELSON  
GAYLE PETRIE  
JON R. PHILLIPS  
STEPHEN J. POWELL  
DYLAN T. REINGOLD  
STEVEN E. ROHAN  
JULIANA ROWLAND  
CHERRY A. SHAW  
MAROARET M. SIDMAN  
JEFFREY D. SMITH  
EDWARD C. TANNEN  
JASON R. TEAL  
ADINA TEODORESCU  
DEBORAH D. WALTERS  
MICHAEL B. WEDNER  
GABY YOUNG

December 3, 2010

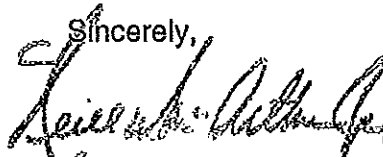
Ms. Patricia Johnson  
Life Extension Clinics, Inc.  
D/b/a Life Scan Wellness Centers  
1011 North MacDill Avenue  
Tampa, FL 33607

**RE: CONTRACT 8158-04; AMENDMENT #3: for A Comprehensive Health,  
Wellness and Fitness Program for Police and Corrections Officers**

Dear Ms. Johnson:

Attached for your files is the original of the Agreement with the City of Jacksonville and Life Extension Clinic d/b/a Life Scan Wellness Centers.

Please note that the contract has been assigned **City Number 8158-04** and all invoices and/or correspondence pertaining thereto should show reference to that number.

Sincerely,  
  
Neill W. McArthur, Jr.  
Chief of Contract Law and  
Corporate Secretary

NWMjr/ldf  
Enclosure  
cc: Accounting  
Alex Baker (P-76-07)  
W. Clement

**AMENDMENT NUMBER THREE TO:**  
**AGREEMENT**  
**BETWEEN**  
**THE CITY OF JACKSONVILLE**  
**AND**  
**LIFE EXTENSION CLINICS, INC. (d/b/a LIFE SCAN)**  
**FOR**  
**A COMPREHENSIVE HEALTH, WELLNESS AND FITNESS**  
**PROGRAM FOR POLICE AND CORRECTIONS OFFICERS**

THIS AMENDMENT NUMBER THREE TO AGREEMENT, made and entered into in duplicate this 2nd day of December, 2010, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter referred to as the "CITY") and LIFE EXTENSION CLINICS, INC. (d/b/a LIFE SCAN) (hereinafter referred to as the "LIFE SCAN"), a Florida corporation with offices at 1011 North MacDill Avenue, Tampa, Florida 33607, to provide Professional Services for A Comprehensive Health, Wellness and Fitness Program for Police and Corrections Officers (hereinafter referred to as the "Project").

**RECITALS:**

**WHEREAS**, on January 4, 2008, the parties made and entered into a professional services agreement for the Project, more specifically identified as CITY Contract # 8158-04 (P-76-07)(hereinafter referred to as the "Agreement"); and

**WHEREAS**, said Agreement has been amended two (2) times previously; and

**WHEREAS**, said Agreement should be further amended by exercising the third of four (4) renewal options extending the Agreement's term to September 30, 2011; by increasing the CITY's maximum indebtedness by a new amount not-to-exceed \$556,468.00 for the third renewal term, from \$1,579,600.00 to a new total cumulative maximum indebtedness in an

amount of not-to-exceed \$2,136,068.00 for the initial term through the third renewal term; and

**WHEREAS**, the CITY and LIFE SCAN have negotiated mutually satisfactory terms for said Amendment; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein.

2. Section 3.01, in said Agreement is amended, in part, by exercising the third of four (4) one (1) year renewal options, extending the term until September 30, 2011, subject to earlier termination with one (1) one (1) year renewal option remaining, and, as amended, shall read as follows:

“3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until September 30, 2011, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days prior written notice to the other party to this Agreement. This Agreement may be renewed, in the sole discretion of the CITY, for one (1) additional one (1) year period, upon terms and conditions mutually agreeable to the parties.”

3. Section 7.01.02, of said Agreement is amended, in part, by increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$556,468.00, for the third renewal term of this Agreement, from \$1,579,600.00 to a new maximum not-to-exceed \$2,136,068.00 and, as amended, shall read as follows:

“7.01.02. The maximum indebtedness of the CITY for all fees, reimbursable items or other cost, for Services provided, by CONSULTANT, pursuant to this Agreement, shall not exceed the sum of TWO MILLION ONE HUNDRED THIRTY-SIX THOUSAND SIXTY-EIGHT AND 00/100 DOLLARS (\$2,136,068.00) for the term of this Agreement.”

**SAVE AND EXCEPT**, as expressly amended in this instrument, the terms and

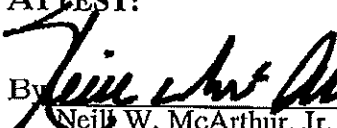
conditions of the Agreement shall remain unchanged and shall continue in full force and effect.

**[Remainder of this page is intentionally left blank. Signature page follows immediately.]**



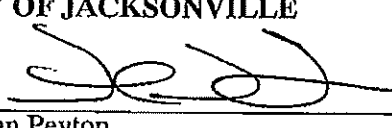
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

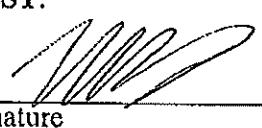
By   
Neil W. McArthur, Jr.  
Corporation Secretary



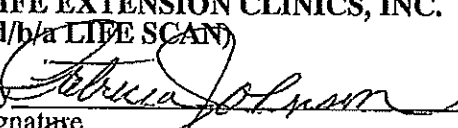
CITY OF JACKSONVILLE

By   
John Peyton  
Mayor

ATTEST:

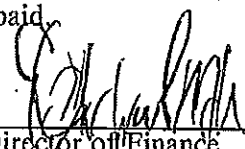
By   
Signature  
MICHAEL TERRANA  
Type/Print Name  
CFO  
Title

LIFE EXTENSION CLINICS, INC.  
(d/b/a LIFE SCAN)

By   
Signature  
Patricia Johnson  
Type/Print Name  
CFO  
Title

Derek Igou  
Deputy Chief Administrative Officer  
For: Mayor John Peyton  
Under Authority of:  
Executive Order No. 10-02

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

  
Director of Finance  
City Contract # 8158-04  
Amendment # 3: Term extension/add'l funding

Form Approved:

  
Office of General Counsel

<b>Life Scan Pricing Summary</b>	<b>2011</b>
<b>Comprehensive Physical Exam (NFPA 1582 Guidelines)</b>	<b>\$359.47</b>
Physical Exam	included
Breast Exam for Women & Men	included
Skin Cancer Screening	included
<b>Cardiac Assessment</b>	included
Echocardiogram	included
Resting EKG	included
Cardiac Stress Test	included
Carotid Arteries Ultrasound	included
Aortic Aneurysm Ultrasound	included
Total Lipid Profile	included
<b>Cancer and Disease Assessment</b>	included
Hemoccult Study	included
PSA for men	included
Thyroid Ultrasound	included
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds	included
Bladder Ultrasound	included
Pelvic Ultrasound for Women (external)	included
Testicular Ultrasound for Men	included
Diabetes Tests (Glucose)	included
Pulmonary Function Test	included
Urinalysis	included
Complete Blood Count	included
Comprehensive Metabolic Panel	included
Cardiac C-Reactive Protein	included
Thyroid Panel	included
Visual Acuity Test	included
Hearing Exam	included
Personal Consultation with review of testing results	included
OSHA Repirator Medical Clearance	included
<b>Fitness Program (NFPA 1582 Guidelines)</b>	included
Fitness and Agility Evaluation	included
Body Composition Analysis	included
Stretching/Flexability/Endurance Analysis	included
Nutrition and Diet Recommendations	included
Personal Fitness Recommendations	included
<b>Medical Clearances</b>	included
OSHA Repirator Medical Clearance	included
Employee Medical Clearance	included
<b>TOTAL</b>	<b>\$359.47</b>

Pricing spreadsheet includes annual Medical Price Index Increase (Not to exceed 3%)

Pricing is effective until September 30, 2010

<b>Additional Tests</b>	<b>2010</b>
Chest X-Ray with Radiologist review	61.80
Lumbar X-Ray with Radiologist review	61.80
Onsite X-Ray Service	20.60
Urine Drug Screen, DOT 10 Panel	50.13
Urine Drug Screen, 10 Panel, I-Cup in office	28.84
Drug Rescreen with confirmation	40.17
Medical Review Officer (MRO) as indicated	51.50
Hepatitis A, B, or C	51.50
Hepatitis Vaccines each shot (A=2 shot series, B=3 shot series)	46.80
Hep B Titers (as needed)	20.00
PPD	5.15
HIV	15.45
OSHA Respirator Mask Fit Testing (Portacount)	27.85
Cholinestrase and Heavy Metals	113.30
Tetnus/DP	20.60
RPR	10.00
Steroid Testing	38.00

Pricing spreadsheet includes annual Medical Price Index Increase (Not to exceed 3%)

**Location Options:**

On-site (location provided by the Fire/Police Department)  
Pinellas County Wellness Center (Largo area)  
Tampa Wellness Center (South Tampa)  
Jacksonville Wellness Center (FSC North Campus)

OFFICE OF GENERAL COUNSEL  
CITY OF JACKSONVILLE

RICHARD A. MULLANEY  
GENERAL COUNSEL

CINDY A. LAQUIDARA  
CHIEF DEPUTY GENERAL COUNSEL



CITY HALL, ST. JAMES BUILDING  
117 WEST DUVAL STREET, SUITE 480  
JACKSONVILLE, FLORIDA 32202

MICHAEL J. ARINGTON  
TRACEY I. ARPEN, JR.  
THOMAS M. BEVERLY  
WILLIAM B. BURKETT  
KAREN M. CHASTAIN  
DERREL Q. CHATMON  
R. WILLIAM CROWE  
COLLETTE B. CUNNINGHAM  
SHANNON K. ELLER  
BRENDA B. EZELL  
LOREE L. FRENCH  
JOHN F. GERMANY, JR.  
SEAN B. GRANAT  
SUZANNE S. HOWARD  
MARY W. JARRETT  
PHILIP R. LAMMENS  
SCOTT D. MAKAR  
HOWARD M. MALTZ  
NEILL W. MCARTHUR, JR.

JAMES R. MCCAIN, JR.  
CAROL MIRANDO  
ERNST D. MUELLER  
DOUGLASS E. MYERS, JR.  
VIRGINIA B. NORTON  
BRUCE D. PAGE  
GAYLE PETRIE  
JON R. PHILLIPS  
GREGORY K. RADLINSKI  
DYLAN T. REINGOLD  
STEVEN E. ROHAN  
ANDRES ROJAS  
JULIANA ROWLAND  
MARGARET M. SIDMAN  
WENDY L. STEDNER  
EDWARD C. TANNEN  
JASON R. TEAL  
MICHAEL B. WEDNER

January 7, 2008

Ms Patricia Johnson, President  
Life Extension Clinics, Inc.  
1011 North MacDill Avenue  
Tampa, Florida 33607

Dear Sir/Madam:

Attached for your files is a duplicate original of the contract between the City of Jacksonville and your company for the physical examinations/medical evaluations for Jacksonville Sheriff's Office.

Please note that the contract has been assigned **City Contract No. 8158-04**, and all invoices and/or correspondence pertaining thereto should show reference to that number.

Sincerely,

A handwritten signature in black ink, which appears to read "Neill W. McArthur, Jr.", is written over the word "Sincerely,".

Neill W. McArthur, Jr.  
Chief, Contract Administration  
Corporation Secretary

Attachment

cc: Accounting  
Jimmy Holderfield, Human Resources - JSO  
Alex Baker, Procurement



**AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
(For and on behalf of the Jacksonville Sheriff's Office)  
AND  
LIFE EXTENSION CLINICS, INC.  
(D/B/A Life Scan Wellness Centers)  
FOR  
PHYSICAL EXAMINATIONS/MEDICAL EVALUATIONS FOR  
JACKSONVILLE SHERIFF OFFICE ANNUAL PHYSICAL EXAMINATIONS**

**THIS AGREEMENT**, made and entered into in duplicate this 4<sup>th</sup> day of January, 2008 (hereinafter referred to as the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, for and on behalf of the Jacksonville Sheriff's Office ( hereinafter collectively referred to as the "CITY") and LIFE EXTENSION CLINICS, INC. , a Florida corporation with principal offices at 1011 North MacDill Avenue, Tampa, FL 33607 D/B/A LIFE SCAN WELLNESS CENTERS (hereinafter referred to as the "CONSULTANT"), for physical examinations/medical evaluations for Jacksonville Sheriff Office annual physical examinations (hereinafter referred to as the "Project").

**WITNESSETH:**

**WHEREAS**, the CITY prepared a Request for Proposal (P-76-07) for Professional Services for the Project; and

**WHEREAS**, the CONSULTANT submitted a proposal to the City and was selected by the City as the best and most qualified applicant; and

**WHEREAS**, the CITY and the CONSULTANT have negotiated mutually satisfactory terms for the execution of this Project; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements

hereinafter contained, the CITY hereby engages the CONSULTANT for the Project in accordance with the following:

**ARTICLE 1: Engagement of CONSULTANT:**

1.01. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of: "Scope of Services", attached hereto as Exhibit "A" (the "Services") and, by this reference, made a part hereof and incorporated herein.

1.02. If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services. The CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

**ARTICLE 2: Coordination by CITY:**

CITY shall designate, for the Services received, a Project Coordinator who will, on behalf of the CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of CONSULTANT to coordinate all project related activities with the designated Project Coordinator. The CITY's Project Coordinator shall be: Gerald W. Shaw, R.N., of the Jacksonville Sheriff's Office Personnel Division.

**ARTICLE 3: Duration of Agreement, Renewal, Termination and Default:**

3.01. The term of this Agreement shall become effective on the Effective Date and shall

continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until September 30, 2008, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days prior written notice to the other party to this Agreement. This Agreement may be renewed, in the sole discretion of the CITY, for up to four (4) additional one (1) year periods, upon terms and conditions mutually agreeable to the parties.

3.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice, to the defaulting party of the default. The defaulting party shall be given ten (10) business days, from receipt of the notice of default (or any such other amount of time agreed to by the parties, in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement, as provided in Section 3.1 hereof.

3.03. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, the CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving CONSULTANT twenty-four (24) hours oral notice with written confirmation following. In the event this Agreement is terminated, the CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the CITY.

3.04. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, in the event of a default, the non defaulting party shall be entitled to all available remedies at law or equity.

#### **ARTICLE 4. Meetings and Public Hearings:**

The CONSULTANT must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

#### **ARTICLE 5: Delays:**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

#### **ARTICLE 6: Suspension of Services:**

The CITY may suspend the performance of the Services rendered by providing five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the CONSULTANT shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than the CONSULTANT's negligence or failure to perform, shall not affect the CONSULTANT'S compensation as outlined in this Agreement.

#### **ARTICLE 7: Payments for Services of CONSULTANT:**

7.01. The CITY will compensate the CONSULTANT for Services actually performed for the Project, by the CONSULTANT, within the estimated numbers stated in Exhibit "A", in accordance with the following terms:



7.01.01. The CONSULTANT's fees for Services actually performed, under the terms of the Agreement shall be those contained in the "Contract Fee Summary", attached hereto and, by this reference, made a part hereof, as Exhibit "B", for the term of this Agreement; *provided however*, CONSULTANT shall not charge the CITY for examinations that are cancelled at least **twenty-four (24)hours** prior to the scheduled appointment. The CONSULTANT's professional fees shall be billed monthly, for Services actually performed by the CONSULTANT the previous month, using invoices and such other documentation, satisfactory to the CITY, to allow and authorize payment. On or before the fifteenth (15<sup>th</sup>) day of each month during the term hereof, CONSULTANT will provide the CITY with a statement for the Services rendered the previous month. Upon review and approval of the statement and supporting documentation, Payments for Services actually performed by the CONSULTANT, shall be made within forty-five (45) days after receipt, of said invoices or other documentation, by the CITY. To the extent that professional fees include reimbursement for travel or travel related expenses, such travel and travel related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Ordinance Code* of the CITY. In the event this Agreement is renewed as provided in Section 3.2 hereof, CONSULTANT's fees, for any renewal term, will be negotiated by and between the parties, under the United States Department of Labor's Medical Care Consumer Price Index; *provided however*, any resulting fees may be increased up to, but not-to-exceed, three per-cent (3%) of the fees for the current year and each renewal year thereafter, subject to availability of lawfully appropriated funds for this Project and Agreement.

7.01.02. The maximum indebtedness of the CITY for all fees, reimbursable items

or other cost, for the Services performed, by CONSULTANT, pursuant to this Agreement, shall not exceed the sum of FIVE HUNDRED SIX THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$505,600.00) for the term of this Agreement.

7.02. The CITY's obligations under this Agreement are contingent upon availability of lawfully appropriated funds, for the Project and this Agreement.

#### **ARTICLE 8: Indemnity:**

8.01. The CONSULTANT, and without limitation, its employees, agents, and sub-consultants, (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the City, including without limitation, its officers, directors, employees, representatives, and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

8.01.01. *General Tort Liability*, including without limitation any and all claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to the Indemnifying Parties' performance of this Agreement or work performed thereunder.

8.02. The indemnification in Section 8.01, is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Article 8, relating to indemnification, shall survive the term of this Agreement, and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

## **ARTICLE 9: Insurance:**

9.01. Without limiting its liability under this Agreement, the CONSULTANT and its subconsultants shall procure and maintain at their sole expense, during the term of the Agreement, insurance of the types and in the minimum amounts stated below:

### **SCHEDULE**

### **LIMITS**

**Workers' Compensation**  
**Employers' Liability (including**  
**appropriate Federal Acts)**

Florida Statutory Coverage  
\$100,000 Each Accident  
\$500,000 Disease/Policy Limit  
\$100,000 Each Employee/Disease

**Commercial General Liability**  
**( Including Premises Operations**  
**and Blanket Contractual Liability)**

\$2,000,000 General Aggregate  
\$2,000,000 Products/Comp. Ops Agg.  
\$1,000,000 Personal/Advertising Injury  
\$1,000,000 Each Occurrence  
\$ 50,000 Fire Damage  
\$ 5,000 Medical Expenses

(The City of Jacksonville shall be named as an additional insured under all of the above Commercial General Liability coverage)

**Automobile Liability**  
**(All automobiles- owned, hired or non-owned)**

\$1,000,000 Combined Single Limit

**Professional Liability**

\$1,000,000

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.)

9.02. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY. Such Insurance shall be written by an insurer with an A.M. Best Rating of "A X" or better. Prior to commencing any

work on the Project, Certificates of Insurance, approved by the CITY's Division of Insurance & Risk Management, evidencing the maintenance of the required insurance shall be furnished to the CITY. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the CITY.

9.03. Anything to the contrary notwithstanding, the liability of the CONSULTANT under this Agreement, shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval or failure to disapprove insurance furnished by the CONSULTANT shall relieve the CONSULTANT or its subconsultants from responsibility to provide insurance as required by this Agreement.

#### **ARTICLE 10: Accuracy of Work:**

10.01. In providing the Services under this Agreement, the CONSULTANT, including its officers, employees, agents and subconsultants, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. The CONSULTANT shall be responsible for the accuracy of its work, including work by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT or subconsultants, at no additional compensation. Acceptance of the work by the CITY shall not relieve the CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.02. At any time during the provision of Services under this Agreement, or during any phase of work performed by others based on data furnished by the CONSULTANT under this



Agreement, the CONSULTANT shall confer with the CITY for the purpose of interpreting the information furnished and/or correct any errors and/or omissions made by the CONSULTANT. The CONSULTANT shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

10.03. The CONSULTANT shall be and remain liable, in accordance with applicable law, and shall indemnify, hold harmless and defend the CITY for all damages to the CITY caused by the CONSULTANT's breach of contract or its negligent performance of any Services under this Agreement. The CONSULTANT shall not be responsible, however, for any time delays, in the Project, caused by circumstances beyond the CONSULTANT's control.

#### **ARTICLE 11: Nonwaiver:**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

#### **ARTICLE 12: Ownership of Documents and Equipment:**

The CONSULTANT agrees that upon completion of the services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, source codes, data and memoranda of every description, arising out of or relating to the services rendered by the CONSULTANT under this Agreement, are to

become the property of the CITY as well as all reference books, equipment, expendable equipment and materials purchased with project funds. The use of these materials in any manner by the CITY shall not support any claim by the CONSULTANT for additional compensation. The CONSULTANT shall have no liability to the CITY for damages claims and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of the CONSULTANT.

**ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications:**

In the provision of the Services, the CONSULTANT must comply with any and all applicable Federal, State and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations and ordinances must also include, but are not limited to obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement, in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**ARTICLE 14: Non-Discrimination Provisions:**

In conformity with the requirements of Section 126.404, *Ordinance Code*:

The CONSULTANT represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term

of this Agreement. The CONSULTANT agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that the CONSULTANT shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. The CONSULTANT agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

**ARTICLE 15: Equal Employment Opportunity.**

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Sections 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if applicable and to the extent applicable. If the CONSULTANT is exempt from any of the above cited terms, written, evidence of such exempt status must be provided to the CITY.

**ARTICLE 16: Contingent Fees Prohibited:**

In conformity with Section 126.306, *Ordinance Code*:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 17: Truth in Negotiation:**

In conformity with Section 126.305, *Ordinance Code*:

The CONSULTANT understands and agrees that execution of this Agreement by the CONSULTANT shall be deemed to be simultaneous execution of truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over fifty thousand dollars. Pursuant to such certificate, the CONSULTANT hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, the CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the CITY determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

**ARTICLE 18: Independent Contractor:**

In the performance of this Agreement, the CONSULTANT shall be acting in the capacity

of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the CITY. The CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

**ARTICLE 19: Retention of Records/Audit:**

The CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services and shall make such materials available at all reasonable times, during the period of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection and/or audit by the CITY. All such documents relating to the services performed or money expended under this Agreement shall be open to the CITY's inspection and audit during the CONSULTANT's regular business hours.

**ARTICLE 20: Governing State Law/Venue/Severability:**

The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts, of competent jurisdiction located in Jacksonville, Duval County, Florida.

**ARTICLE 21: Article Headings:**

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

## **ARTICLE 22: Construction:**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Preferentum*" shall not be applied to the interpretation of this Agreement.

## **ARTICLE 23: Successors and Assigns/Personal Liability:**

The CITY and the CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the CONSULTANT of its interests in this Agreement without the prior written consent of the CITY shall be void, in the sole discretion of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the CITY.

## **ARTICLE 24: Notice:**

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

### **24.01. As to the CITY:**

Gerald W. Shaw, R. N.  
Personnel Division  
Jacksonville Sheriff's Office  
551 East Bay Street  
Jacksonville, FL 32202

### **24.02. As to the CONSULTANT:**

Patricia Johnson  
Life Extension Clinics, Inc.

1011 MacDill Avenue  
Tampa, FL 33607

Notwithstanding any provision in this Agreement to the contrary, either party may change its representative designated for notice, without necessity of a formal amendment to this Agreement, by providing immediate written notice of such change to the other party.

**ARTICLE 25: CONSULTANT Defined:**

As used herein, the term "CONSULTANT" shall include, but not be limited to LIFE EXTENSION CLINICS, INC.(d/b/a LIFE SCAN WELLNESS CENTERS), its officers, employees, agents, subconsultants and other persons, firms, partnerships, corporations or other entities working for it or on its behalf.

**ARTICLE 26: Ethics in Professional Service Agreements:**

The CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

**ARTICLE 27: Conflict of Interest:**

The parties will follow the provisions of Section 126.112, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the CITY, to the extent the parties are aware of the same.

**ARTICLE 28: Public Entity Crimes Notice:**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a

bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a contract with any public entity; and may not transact business with any public entity, in excess of \$25,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

**ARTICLE 29: Entire Agreement/Amendments:**

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONSULTANT hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. Except as otherwise provided in this Agreement, all changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**ARTICLE 30: Prompt Payment:**

30.01 *Generally.* When CONSULTANT receives payment from the CITY for labor, services or materials furnished by subconsultants or subcontractors and suppliers hired by the CONSULTANT, the CONSULTANT shall remit payment due (less proper retainage) to those subconsultants, subcontractors and suppliers within fifteen (15) calendar days after the CONSULTANT's receipt of payment from the CITY. Nothing herein shall prohibit the CONSULTANT from disputing, pursuant to the terms hereof, all or any portion of a payment



alleged to be due to its subconsultants, subcontractors and suppliers. In the event of such dispute, CONSULTANT may dispute the disputed portion of any such payment only after the CONSULTANT has provided notice to the CITY and to the subconsultant, subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the CITY and said subconsultant, subcontractor or supplier within ten (10) calendar days after CONSULTANT's receipt of payment from the CITY. The CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this Section.

30.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (referred hereinafter as the "Code"), CONSULTANT shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by the CITY, under this Agreement, within seven (7) business days after CONSULTANT's receipt of payment from the CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to the CONSULTANT, the CONSULTANT shall provide to the CITY, with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB's or MBE's from all prior payments the CONSULTANT has received from the CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to the

CONSULTANT. If CONSULTANT withholds payment to its certified JSEB's or MBE's, which payment has been made by the CITY to the CONSULTANT, the CONSULTANT shall return said payment to the CITY. CONSULTANT shall provide notice to the CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) shall be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the CITY and said JSEB's or MBE's within five (5) calendar days after the CONSULTANT's receipt of payment from the CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld, by the CITY, not as a penalty, but as liquidated damages to compensate for the additional contract administration by the CITY.

30.03. *Third Party Liability.* The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the CITY and any subconsultant, subcontractor, supplier, JSEB or MBE or any third party or create any CITY liability for CONSULTANT's failure to make timely payments hereunder. However, CONSULTANT's failure to comply with the Prompt Payment requirements shall constitute a material breach of CONSULTANT's contractual obligations to the CITY. As a result of said breach, the CITY, without waiving any other available remedy it may have against the CONSULTANT, may: (i) issue joint checks; and (ii) charge the CONSULTANT a 0.2% daily late payment interest charge or charges specified in said Chapter 126 of the Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

**ARTICLE 31: Incorporation by Reference:**

The "Whereas" recitals, at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this agreement that are referenced in this Agreement are, by this reference made a part hereof and are incorporated herein.

**ARTICLE 32: Order of Precedence:**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

**ARTICLE 33: Counterparts**

This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES FOR City of Jacksonville Police and Fire Annual Physicals RFP P 76-07**

#### **1) City of Jacksonville Project Managers**

##### **Jacksonville Sheriffs Office**

Gerald W. Shaw RN

Office of the Sheriff

Human Resources Division, Room 303

501 E. Bay Street

Jacksonville, Fl. 32202

#### **(2) General Information**

Owner: Jacksonville Sheriff's Office, Florida  
Location: Jacksonville, Duval County, Florida

Life Scan, must provide the services described below.

1. Provide Annual Public Safety Personnel with Physical Examinations and a Wellness Program
2. Medical Review Officer (MRO) Services
3. The Medical Laboratory
4. Electronic Medical Records
5. Non Performance Penalties

#### **(3) Scope of the Project**


##### **A ENGAGEMENT BACKGROUND**

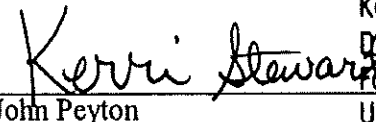
The JSO estimates that they will require approximately (1099) annual modified physical examinations @ \$81.00 each, and, approximately (1028) full physical examinations @ \$349.00 each. Additionally, referrals may be required for psychological or psychiatric evaluations or functional capacity examinations as required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day  
and year first above written.

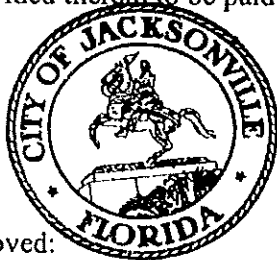
ATTEST:

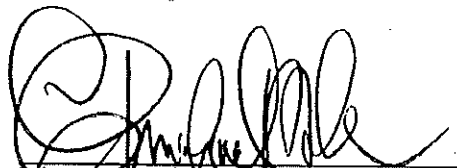
CITY OF JACKSONVILLE (for and on  
Behalf of the Jacksonville Sheriff's Office)

By   
Neil W. McArthur, Jr.  
Corporation Secretary

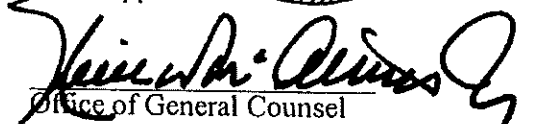
By   
Kerri Stewart  
John Peyton  
Mayor  
Deputy Chief Administrative Offi  
For: Mayor John Peyton  
Under Authority of:  
Executive Order No. 07-12

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify  
that there is an unexpended, unencumbered, and unimpounded balance in the appropriation  
sufficient to cover the foregoing agreement; and that provision has been made for the payment of  
monies provided therein to be paid.



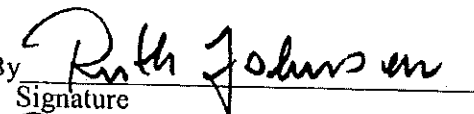
  
Director of Finance  
CITY Contract Number: 8158-04 Jr

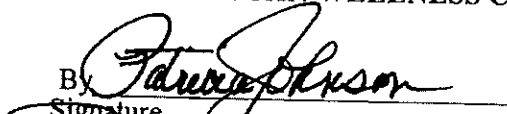
Form Approved:

  
Office of General Counsel

ATTEST:

LIFE EXTENSION CLINICS, INC.  
D/B/A LIFE SCAN WELLNESS CENTERS

By   
Signature  
Ruth Johnson  
Type/Print Name  
Vice President  
Title

By   
Signature  
Patricia Johnson  
Type/Print Name  
President  
Title

**B ANNUAL PUBLIC SAFETY PERSONNEL PHYSICAL EXAMINATIONS  
AND WELLNESS PROGRAM**

The Jacksonville Sheriff's Office (JSO) is seeking a Provider to provide annual physical examinations for Public Safety personnel (JSO, Corrections & Sworn Bailiffs)

Research shows that a comprehensive Health, Wellness, and Fitness Program can identify areas of health concern, prevent catastrophic illness and continuously improve and maintain our employees' health and fitness. The chance to build a Wellness City Program within and the fact that the City of Jacksonville was the first Wellness City in the United States, shows the need and expectation of a qualified Wellness Program for the men & women of the Public Safety arena. Their profession is recognized as a high-stress and a high injury occupation. Public Safety personnel have over twice the risk of heart attacks, strokes, and other cardiovascular diseases. Actuarial charts show that Public Safety personnel live on the average 15 years less than other Public Employees. As a result, the State of Florida recognized the health risk of Public Safety personnel and created the Heart and Lung Statute. The Heart and Lung Statute mandates that cardiovascular and pulmonary diseases be considered as disabilities in the line of duty for Public Safety Personnel. OSHA, the Federal Occupational Safety and Health Administration, requires testing for pulmonary function for all firefighters, correctional and EMS personnel. To meet the needs of Public Safety Personnel require a comprehensive customized work-site wellness program. The program needs to focus on a three-tiered model of Health, Wellness and Fitness.

To help reduce injuries to employees, there is a need for a physical assessment of the employees' health. Due to the nature of the work there is a high risk of injury. As a part of the Fire Rescue Respiratory Protection Plan, mandated by Federal OSHA Standards Part 29, a physical is required prior to the testing, training or use of a respiratory device, which includes everything from a paper TB mask to a SCBA.

The City of Jacksonville is seeking to employ a health, wellness and fitness company that will provide everything from the initial medical/fitness assessment to follow-up testing and monitoring, along with educational seminars designed to promote the highest quality of health. Specifically, Life Scan shall perform the following:

## PUBLIC SAFETY OFFICER ANNUAL PHYSICALS DETAILS

1. Life Scan shall produce documentation of the individual/firm who is licensed or certified in Florida to conduct wellness and fitness testing and evaluations and who has had experience and is knowledgeable of the physical and mental stress of Public Safety personnel.
  - A. Life Scan has a facility and staff capable of administering scheduled physical and procedures outlined. If off-site facility is used ample parking is provided.
  - B. Life Scan develops computerized data reports and will forward same to the Health and Safety Officer. Format will be compatible JSO databases as stated above.
  - C. Life Scan has a minimum of ten (10) years experience in Occupational Medicine.
  - D. Stress Test Treadmill Electrocardiograms will be supervised by a licensed physician, PA, MSN, or NP.
  - E. Life Scan has facilities and staff and/or support personnel capable of administering 50 physical screenings/HAZMAT baselines and associated procedures outlined each week or as directed by the Health and Safety Officer.
  - F. Life Scan fully understands the physiological and psychological demands placed on Public Safety personnel.
  - G. Life Scan understands the environmental conditions under which Public Safety personnel must perform.
  - H. Life Scan has provided documentation of experience in providing Occupational Health Care and be familiar with the Workers' Compensation Laws.
2. Annual Public Safety Personnel Physical Requirements:
  - A. Life Scan will carry out the following tasks and provide the following:
    1. Comprehensive Physical Examination Per (NFPA 1500 & 1582 - 2007 Edition)
    2. Health Risk Appraisal
    3. Prostate Exam for Men (Candidate may bring test results from personal physician if test less than one year old.)
    4. Pelvic Exam for Women (Candidate may bring test results from personal physician if test less than one year old.)
    5. Breast Exam for Women (Candidate may bring test results from personal physician if test less than one year old.)

6. Skin Cancer Screening

B Cardiac Assessment

1. Echocardiogram
2. Resting EKG
3. Cardiac Stress Test
  - a) Age 35-44 Bi-annually
  - b) Age 45>annual
4. Carotid Artery Ultrasound
5. Abdominal Aorta Ultrasound
6. Peripheral Vascular Test
7. Total Lipid Profile

C Cancer and Disease Assessment

1. Digital Exam with occult screening
2. PSA for Men (for age 45>)
3. Thyroid Ultrasound
4. Liver, Pancreas, Gall Bladder, Spleen, and Kidney Ultrasound
5. Pelvic Ultrasound for Women (Test not necessary post total hysterectomy.)
6. Osteoporosis Bone Density (Based on age and risk factors.)
7. Diabetes Test (Glucose)
8. Chest X-ray: JSO, when requested by Health Wellness Officer, Every five (5) years.
9. PAP Smear (Candidate may bring test results from personal physician if test less than one year old.)
10. Tuberculosis Screening, As required.

D Pulmonary Function Test

E Isokinetic Testing - As directed in NFPA 1582 - 2007 edition

F Lab Test



1. Urinalysis
2. Complete Blood Count
3. Comprehensive Metabolic Panel
4. Thyroid Stimulating Hormone TSH
5. Hemocult
6. Urine Drug Screen [Ten (10) panel DOT drug screen with conformation of results sent to the Health and Safety Officer]
7. HAZ-MAT testing for members of the HAZ-MAT Team (60) Per OSHA 29 CFR 1910.120 and NFPA 472. Additional testing will be done on an as needed basis.
8. Hepatitis A, B & C testing, when needed.
9. Immunizations for HEP A & B & boosters, when needed.
10. Hep A & B Titers when needed
11. HIV Testing, if requested.

G. Visual Acuity Test

1. Vision Standards specifically for JSO Police and Corrections, Community Service Officers, Judicial Officers, and sworn Bailiffs:
  - a. Visual Acuity. Corrected vision shall be at least 20/30 (Snellen) in each eye. Due to the demonstrated likelihood of dislodgment or breakage, candidates who are able to wear only glasses with frames shall meet an uncorrected standard not worse than 20/100 (Snellen) in each eye. Those candidates who use soft contact lenses (SCLs) shall have vision correctable to at least 20/30 in each eye, with no uncorrected standard, provided the employing agency will monitor compliance. Replacement glasses or lenses (as appropriate) shall be on the person or readily available at all times during each work shift.
  - b. Color Vision. Red or green deficiencies may be acceptable, providing the applicant can read at least nine (9) of the first thirteen (13) plates of Ishihara Test (24 Plate Edition). Recourse testing is available by means of the Farnsworth-Munsell tests can meet the color vision standard by demonstrating that they can correctly discriminate colors via field test conducted by the employer and approved by DPSST.
  - c. Depth Perception. Depth Perception shall be sufficient to demonstrate stereo depth perception adequate to perform the essential tasks of the job. Recommended

tests are Titmus, or Keystone, etc. or other recognized tests.

- d. Peripheral Vision. Visual Field Performance shall be 140 degrees in the horizontal meridian combined.
- e. Night Blindness. A history of night blindness should be evaluated to determine employee's capacity to perform essential tasks at night or in dark or low settings.

H. Hearing Exam (Audiometric exam per NFPA 1582)

I. Mental Health Assessment

J. Personnel Consultation with review of testing results

K. Recommendations for medical interventions and behavioral Modification changes

L. Monitoring of high-risk patients

M. Counseling for disease management

N. Behavioral Modification

- 1. Tobacco Cessation
- 2. Stress Management
- 3. Diet and Nutrition Plan
- 4. Healthy Heart
- 5. Diabetes Management
- 6. Healthy Mind, Healthy Body Information
- 7. Awareness Newsletters

O. Fitness Program

- 1. Fitness and Agility Evaluation
- 2. Body Composition Analysis
- 3. Cardiovascular Training
- 4. Resistance Training
- 5. Stretching/Flexibility Training
- 6. Fitness Challenge
- 7. Nutritional Analysis

## 8. Weight Management Goals

## 9. Incentive Programs

- 3 Life Scan will provide a PAT Training Coach Program for the JSO employees as required at no additional charge to JSO.
- 4 To provide Public Safety personnel with summary information of their respective personnel suitability to perform the job function. Life Scan will recommend programs and training to reduce the chance of injury and illness. Life Scan will provide monthly and annual summaries of results of the testing and training administered to Public Safety personnel.
- 5 Life Scan will provide all data requested relating to the employee annual physical.
- 6 The results of the exam will be provided for the Employee and, upon request, to the department's Health and Safety Officer to be put in the employee's medical records.
- 7 Life Scan will develop computerized data reports and or electronic copies of the results and forward the same to the Health and Safety Officer. The information will be sent, upon request, to the Health and Safety Officer on a weekly basis.
- 8 The following data formats are acceptable:
  1. Text File
  2. Microsoft Excel, xls
  3. Microsoft Access, mdb
  4. Microsoft SQL Server, bak.
- 9 The patient file should be provided to the Departments as data on a CD or DVD. Other electronic media or methods will be considered depending on the file size. A file nomenclature must be provided indicating the data types and lengths of the various fields in the nomenclature.
- 10 A text file must meet the following requirements:
  1. A fixed field width must be provided for each column
  2. A carriage return (CR) and a line feed (LF) should be used for the row delimiter.
  3. Other delimiters may be used, but must have prior approval from JSO.
- 11 Physicals that reveal conditions that dictate further testing or treatment may require coordination through the Employee and the Health and Safety Officer. The following conditions will be reported immediately to the Health and Safety Officer, if required:
  1. Abnormal EKG and other related cardiac abnormalities
  2. New onset of Hypertension or uncontrolled Hypertension

3. Diabetes
4. Asthma
5. Failure of the PFT
6. Any significant abnormal lab values
7. Any condition that may show cause for a Fit-For-Duty
8. Any condition that does not meet the current standards of NFPA 1582-2007

12. Final evaluation will be reviewed and signed by a Life Scan employee that is required to possess a license under the Florida Department of Health, Division of Medical Quality Assurance and will operate within the scope of that license and under the direction of the Life Scan Medical Director.

#### **C THE MEDICAL REVIEW OFFICER (MRO)**

The Life Scan Medical Director will be a M.D. or D.O., properly licensed in Duval County, Florida. All Life Scan employees that are required to possess a license under the Florida Department of Health, Division of Medical Quality Assurance and will operate within the scope of that license and under the direction of the Life Scan Medical Director.

#### **D THE MEDICAL LABORATORY**

1. The Medical Laboratory shall meet all equipment, location and personnel requirements as established by Department of Transportation regulations (49 CFR 40, 59 FR 43000, as amended).
  - A. Be a properly licensed medical laboratory.
  - B. Provide a facility within Duval County, Florida to collect blood, urine or breath specimens.
  - C. Provide state certified technician(s) licensed to do business in Duval County, Florida, to collect blood, urine or breath specimens.

#### **E ELECTRONIC MEDICAL RECORDS**

Life Scan will possess a HIPPA compliant Electronic Medical Records (EMR) system. Life Scan will deliver to the Jacksonville Sheriff's Office, a secure electronic interface of examination and lab results information pertaining to JSO patients, if required. Life Scan must provide the data in an industry standard format such as, for example, HL7. Life Scan's choice of data format standards and secure data transfer protocol must be clearly defined. The definition of the data format and transfer protocols must also include information on how Life Scan's solution conforms to current industry standards and Federal/State directives governing the storage and transferring of patient electronic medical records. In addition, Life Scan must demonstrate their proactive involvement with the industry and government organizations that are setting future standards for EMR processing.

#### **F NON-PERFORMANCE PENALTIES**

The City reserves the right to reduce payment of Rates and Fees when Life Scan fails to meet agreed to performance standards.

**G INVOICING WILL OCCUR ON A MONTHLY BASIS**

All JSO Police Officer and Corrections Officers tests shall be invoiced to: Gerald W. Shaw RN, Office of the Sheriff, Human Resources Division, Room 303  
501 E. Bay Street, Jacksonville, FL 32202

# **PUBLIC SAFETY OFFICERS ANNUAL PHYSICALS RATES & FEES OR CHARGES - FULL EXAMINATION**

The following rates and fees will be in effect for the term of the engagement.

	SERVICE	RATE/FEE/CHARGE
A, 1-6	Comprehensive Physical (NFPA 1582 2007 Edition)	\$349.00
B, 1-7	Cardiac Assessments (all patients receive Cardiac Stress Test as part of evaluation for cardiac and fitness status)	Included in Exam
C, 1-10	Cancer and Disease Assessments Added Value Services: <ul style="list-style-type: none"> <li>All men receive a PSA blood test as part of the long term cancer risk analysis at no additional charge</li> <li>Thin Prep Pap Smear (more advanced method)</li> </ul>	Included in Exam
D	Pulmonary Function Test	Included in Exam
E	Isokinetic Testing	Included in Exam
F, 1-11	Lab Tests Added Value Services <ul style="list-style-type: none"> <li>A1C test for diabetes is given instead of standard glucose test.</li> <li>Cardiac C-Reactive Protein blood marker is included at no additional charge.</li> <li>Thyroid Test Reflexes to T4 when abnormal for better evaluation at no additional charge</li> </ul>	Included in Exam
F, 6	Urine Drug Screen, 10 Panel (including collection)	\$28.00
F, 7	HAZMAT Testing (Cholinestrase and Heavy Metals included)	\$110.00
F, 8	Hepatitis A, B, and C Testing	\$50.00
F, 9	Hepatitis A and B Immunization and Boosters as needed	\$45.00 each
F, 10	Hepatitis A and B Titers as needed	\$43.00
F, 11	HIV Testing	\$15.00
G, 1a - e	Vision Tests	Included in Exam
H	Hearing Exam (NFPA 1582)	Included in Exam
I	Mental Health Assessment	Included in Exam
J	Personal Consultation with Review of Testing Results	Included in Exam
K	Recommendations	Included in Exam
L	Monitoring of High Risk Patients	Included in Exam
M	Counseling for Disease Management	Included in Exam
N, 1-7	Behavioral Modification	Included in Exam
O, 1-9	Fitness Program	Included in Exam
	<b>OTHER OPTIONS available:</b>	
	OSHA Respirator Medical Clearance	Included in Exam
	OSHA Respirator Mask Fit Testing	No additional Charge
	BSDI Fitness Analysis Software Program	No Additional Charge
	Chest X-Ray, 2 view, with Radiologist Interpretation (Performed on-site)	\$60.00
	Lumbar X-ray, 2 view, with Radiologist Interpretation (Performed on-site)	\$60.00

**EXHIBIT "B"**  
**(Two (2) Pages)**

## PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

## BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

To

BUSHNELL, FLORIDA 33513-9402

January 14, 2011

54595

Mick

F

DATE \_\_\_\_\_

DEPT. Maintenance

Alan Jay Automotive Network  
PO Box 9200  
L. Sebring, FL 33871-9200

BY Joseph J. Conway

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>QUOTE</b>		
	001-100-519-6400	1	Facilities Maintenance vehicle replacement for CC-52 "Van" 2011 Chevy Express Cargo Model CG23705	25,459.95	25,459.95
	001-100-519-6400	1	Facilities Maintenance vehicle replacement for CC-58 "Truck" 2011 Chevy Silverado 2500 HD Model CC20903	23,864.60	23,864.60
			Alan Jay Automotive is a "State Contract" vendor. Therefore additional quotes were not required, but per Mr. Arnold a quote was obtained from George Nahas Chevrolet in Wildwood (see attached).		
			<b>TERMS:</b>		
				<b>TOTAL</b>	49,324.55

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

## DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS  
WHITE COPY - TO VENDOR  
CANARY COPY - TO DEPARTMENT HEAD  
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

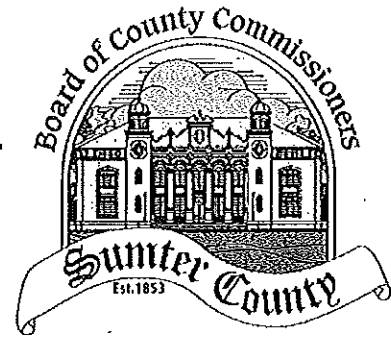
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

***Division of Support Services***  
***Financial Services Department***

7375 Powell Road • Wildwood, FL 34785 • Phone (352) 689-4435 • FAX: (352) 689-4436  
Website: <http://sumtercountyfl.gov>



# Memo

**To:** Richard Cobb % Facility Maintenance  
**From:** Karen Parker  
**Date:** December 13, 2010  
**RE:** Automobile Quote

---

Richard;

Mr. Arnold is requesting an additional quote from the local Chevrolet dealership to compare with the State Contract vendor. The information you submitted is fine, he would just like to see the local quote. Once you obtain the local quote, please attach to the PO and return back to me.

Art Bisner  
Financial Services Manager  
7375 Powell Road  
Wildwood, FL 34785  
(352) 689-4435

Bradley S. Arnold,  
County Administrator  
7375 Powell Road  
Wildwood, FL 34785  
(352) 689-4400

Sandra Howell,  
Assistant County Administrator  
7375 Powell Road  
Wildwood, FL 34785  
(352) 689-4400

Richard "Dick" Hoffman, Dist 1  
7375 Powell Road  
Wildwood, FL 34785  
(352) 689-4400

Doug Gilpin, Dist 2  
2<sup>nd</sup> Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Don Burgess, Dist 3  
Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Garry Breeden, Dist 4  
Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Randy Mask, Dist 5  
Office: (352) 689-4400  
Home: (352) 793-3930  
7375 Powell Road  
Wildwood, FL 34785



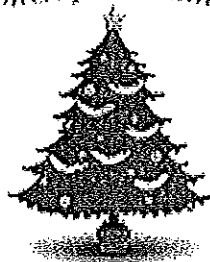
Cobb, Richard

---

**From:** Parker, Karen  
**Sent:** Monday, December 20, 2010 10:45 AM  
**To:** Cobb, Richard  
**Subject:** FW: Vehicle Quote from George Nahas for Facility Maintenance

Please see emails below. If you do choose George Nahas, please indicate on the PO that 3 quotes were not required and do also attach the State Contract Pricing quote.

*Merry Christmas*



*I wish you a very Merry Christmas,*

*Karen Parker*

*Financial Services Specialist*

*Office: 352-689-4439*

---

**From:** Arnold, Bradley  
**Sent:** Monday, December 20, 2010 10:39 AM  
**To:** Parker, Karen  
**Subject:** RE: Vehicle Quote from George Nahas for Facility Maintenance

Yes

---

**From:** Parker, Karen  
**Sent:** Friday, December 17, 2010 3:49 PM  
**To:** Arnold, Bradley  
**Subject:** Vehicle Quote from George Nahas for Facility Maintenance

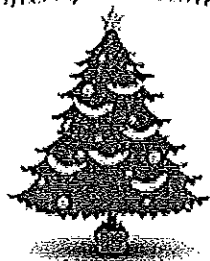
Brad;

I received a phone call from Richard concerning the local quote that you requested for the vehicles that he is wanting to purchase under the State Contract Vendor. It appears that George Nahas is cheaper than the State Contract Vendor. Richard has reviewed both quotes and is waiting on the spec sheet from the State Contract Vendor to confirm the motor size. If indeed George Nahas is cheaper can he use them and not obtain the 3<sup>rd</sup> quote (I know

12/20/2010

the Purchasing Policy states three (3) quotes, but this is odd that the State Pricing is more expensive)? This is the route he was originally taking until the State Pricing REP began. Please advise.

*Merry Christmas*



*I wish you a very Merry Christmas,*

*Karen Parker*

*Financial Services Specialist*

*Office: 352-689-4439*

# **-ALAN JAY Automotive Network-**

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)

WWW.ALANJAY.COM

Corporate Office	2003 U.S. 27 South Sebring, FL 33870	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
Direct	863-402-4234	Mobile	863-381-3411
		Fax	863-402-4221

## **QUICK QUOTE SHEET**

FOR VEHICLES FROM STATE CONTRACT

DATE 2-Dec-10

PAGE 2 of 2

REQUESTING AGENCY:

SUMTER COUNTY

CONTACT PERSON:

RICHARD COBB

PHONE NUMBER:

CELL 352-303-5738

FAX NUMBER:

EMAIL

richard.cobb@sumtercountyfl.gov

Florida State Term Contract No. 071-000-10-1

Motor Vehicles

<http://www.myfloridamarketplace.com>

MODEL:

CG23705

SPECIFICATION #

071-330-4 LINE 188

### **2011 CHEVROLET EXPERS CARGO CG23705**

*\*\*All vehicles will be ordered white w/ darkest interior  
Unless Clearly stated otherwise on purchase order.*

	BASE PRICE:	BASE PRICE LESS CREDITS
	\$18,359.00	\$18,359.00

#### **CTORY OPTION**

#### **DESCRIPTION**

ZQ2	WINDOWS/LOCKS
	BARN DOOR
Z82	TOW PKG
ZQ3	TILT & CRUISE
ZW3	SIDE & REAR GLASS
UM7	AM/FM RADIO

MSRP	COST AFTER CREDITS
\$475.00	\$441.75
N.C.	\$0.00
\$265.00	\$246.45
\$395.00	\$367.35
\$130.00	\$120.90
\$150.00	\$139.50
	\$0.00
	\$0.00
	\$0.00
	\$0.00

#### **AFTERMARKET**

#### **OPTIONS**

4318G	HVAC INTERIOR PACKAGE
LR6300	DUAL LOADS RITE LADDER RACK

#### **TOTAL FACTORY OPTIONS**

#### **MSRP DISCOUNT**

#### **ADJUSTED FACTORY OPTIONS**

\$1,415.00	\$1,315.95
7.00%	\$99.05
\$1,315.95	\$1,315.95
\$3,790.00	\$3,790.00
\$1,995.00	\$1,995.00

#### **TOTAL COST:**

\$26,459.95	\$26,459.95
-------------	-------------

QTY 1

=

\$26,459.95	\$26,459.95
-------------	-------------

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.*

Comments:

Alan Jay Chevrolet Cadillac, Inc. FEID #65-0211404 / Alan Jay Pontiac Buick GMC, Inc. FEID # 59-3533028

Alan Jay Ford Lincoln Mercury, Inc. FEID # 20-5996360 / Alan Jay Chrysler Jeep, Inc. 65-0558530

Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978

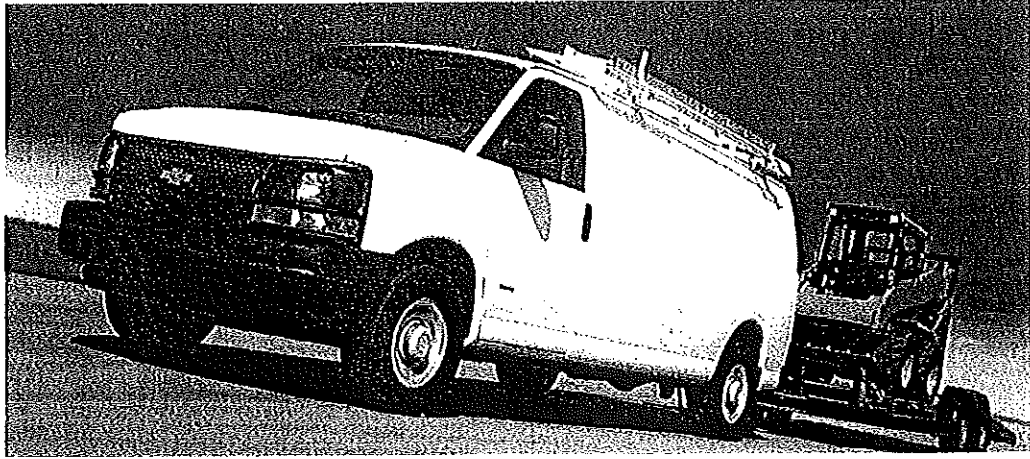
Saturn of Sebring, Inc. 69-3533024

VEHICLE QUOTED BY: Chris Wilson, Fleet Manager 863-402-4234

*"I Want to be Your Fleet Provider"*

[chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

QUOTE SHEET SUMTER CNTY CC25903.xls

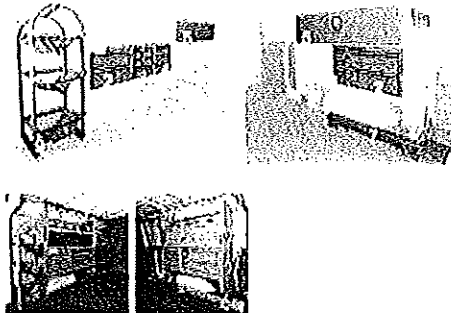


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**FSA OPTION**

Upgrade from General Contractors Bin Pkg to Plumbers Package Add \$1095.00 total \$3,790.00

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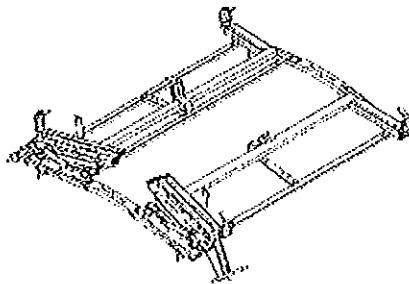
**4318G BASEPLUS PHVAC PKG GM LWB**

The BasePlus Plumbing, Heating & AC Repair Package includes the Base Commercial Bin package featuring the ADseries shelving PLUS: drawer units, door kits, utility hooks, a welded tank rack and a vice mount.

Item	Qty.	Model	Description
1	1	WTR230150	Welded Tank Rack
2	2	19	Two Drawer Medium
3	3	DC6	6" Drawer Component
4	1	DC12	12" Drawer Component
5	2	DK4208	8" Door Kit
6	1	TA1	Hook Bar
7	1	VMA36	Vice Mount Assembly
8	1	BRK14EPS	End Panel Bracket
9	1	RKAWTR	Tank Rack Adapter

**LR6300 LOADSRITE Adrian Steel Dual  
Ladder Rack    Price \$1,995.00**

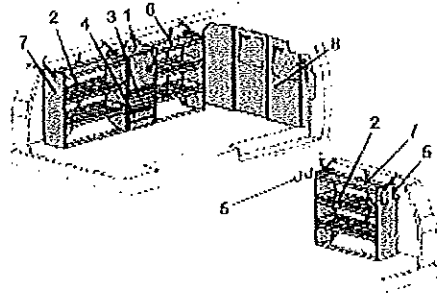
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**FSA OPTION****GEN 2 General Contractors Bin Pkg w/ Solid Partition \$2,695.00 2**

---

**2257G GENERAL CONTRACTOR PACKAGE**

Being able to respond to the task at hand is your trademark, and providing you with a flexible storage solution is ours. General Contractor packages feature flexibility with adjustable shelving and drop in dividers that can be configured for what you need today and adjusted for what you need down the road. Locking shelf door kits, drawer units, and a cargo partition offer added security for your tools and inventory. When the job is constantly changing, you need storage that can adapt quickly! Adrian Steel can provide the storage solutions to keep you efficient and get the job done.

This package fits full size, long wheelbase GM vans.

Item	Model	Description	Qty.
1	12	Open Side Shelf Cabinet	1
2	DV14	14" Divider	16
3	9	Four Drawer Shallow	1
4	19	Two Drawer Medium	1
5	UH50	Hook 5"	4
6	HD-32FP	Heavy-Duty Adjustable Closed End Shelving Overall size: 46" H, 32" W, 14" D	1
7	HD-42FP	Heavy-Duty Adjustable Closed End Shelving Overall size: 46" H, 42" W, 14" D	2
8	S1M2C2	FSV Partition & Wing Kit	1

# -ALAN JAY Automotive Network-

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PHONE (800) ALANJAY (252-6529)

WWW.ALANJAY.COM

Corporate Office	2003 U.S. 27 South Sebring, FL 33870	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
Direct	863-402-4234	Mobile	863-381-3411
		Fax	863-402-4221

## QUICK QUOTE SHEET

FOR VEHICLES FROM STATE CONTRACT

DATE 2-Dec-10

PAGE 1 of 2

REQUESTING AGENCY:

SUMTER COUNTY

CONTACT PERSON:

RICHARD COBB

PHONE NUMBER:

CELL 352-303-5738

FAX NUMBER:

EMAIL

richard.cobb@sumtercountyfl.gov

Florida State Term Contract No. 071-000-10-1 Motor Vehicles <http://www.myfloridamarketplace.com>

MODEL: CC20903

SPECIFICATION #

071-511-23 LINE 421

2011 CHEVROLET SILVERADO 2500HD CC20903 REG CAB

*\*All vehicles will be ordered white w/ darkest interior  
Unless Clearly stated otherwise on purchase order.*

BASE PRICE:

BASE PRICE:	BASE PRICE LESS CREDITS
\$17,190.00	\$17,190.00

### FACTORY OPTION

### DESCRIPTION

5B5	POWER WINDOWS/LOCKS/MIRRORS
K34	CRUISE CONTROL
UM7	AM/FM SEEK SCAN RADIO

MSRP	COST AFTER CREDITS
\$920.00	\$809.60
\$250.00	\$220.00
\$0.00	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

### AFTERMARKET OPTIONS

CLIVWC	HD TRAILER TOW PKG
SOB	SPRAY-ON-BEDLINER
OS96V	OMAHA STD 8' SRW SERVICE BODY

### TOTAL FACTORY OPTIONS

MSRP DISCOUNT 12.00%

### ADJUSTED FACTORY OPTIONS

\$1,170.00	\$1,029.60
\$140.40	
\$1,029.60	\$1,029.60
\$575.00	\$575.00
\$575.00	\$575.00
\$4,495.00	\$4,495.00

TOTAL COST:

\$23,864.60 \$23,864.60

QTY 1

\$23,864.60 \$23,864.60

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.*

Comments:

Alan Jay Chevrolet Cadillac, Inc. FEID #65-0211404 / Alan Jay Pontiac Buick GMC, Inc. FEID # 59-3533028  
 Alan Jay Ford Lincoln Mercury, Inc. FEID # 20-5996360 / Alan Jay Chrysler Jeep, Inc. 65-0558530  
 Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978  
 Saturn of Sebring, Inc. 59-3533024

VEHICLE QUOTED BY: Chris Wilson, Fleet Manager 863-402-4234

*"I Want to be Your Fleet Provider"*

[chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

# OMAHA

Made in the U.S.A.

# SERVICE BODIES



*Above: Body Shown with Stylized  
Automotive Door Latch Option.*

For the best in quality and durability,  
insist on Omaha Standard

 Omaha Standard



**America's Standard in Truck Bodies**



The popular 8' service body is designed for a single or dual wheel chassis with 56" CA. Single wheel models have 15" deep compartments and 48½" wide floors as standard. Dual wheel bodies have 20" deep compartments and 54½" wide floors. Standard 96" bodies are 40" high, low-profile models are 36" high, and top opening models are 38" high.



#### STANDARD MODELS

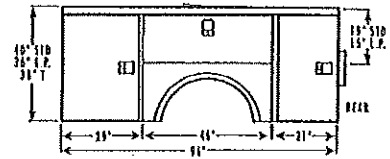
MODEL	BODY LENGTH	CAB-TO AXLE (CA)	HEIGHT	FLOOR WIDTH	STREET SIDE	CURB SIDE	EXT. COMP. DEPTH	OVERALL WIDTH	APPROX. WEIGHT (LBS.)
96V	96"	56" Single Wheel	40"	48½"	V	V	15"	79¼"	976
96VH	96"	56" Single Wheel	40"	48½"	V	H	15"	79¼"	976
96H	96"	56" Single Wheel	40"	48½"	H	H	15"	79¼"	976
96DS4V	96"	56" Dual Wheel	40"	54½"	V	V	20"	95¼"	1099
96DS4VH	96"	56" Dual Wheel	40"	54½"	V	H	20"	95¼"	1099
96DS4H	96"	56" Dual Wheel	40"	54½"	H	H	20"	95¼"	1099

#### LOW PROFILE MODELS

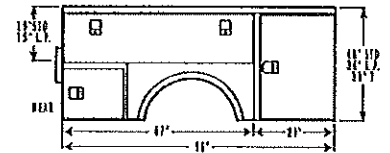
96LV	96"	56" Single Wheel	36"	48½"	V	V	15"	79¼"	934
96LVH	96"	56" Single Wheel	36"	48½"	V	H	15"	79¼"	934
96LH	96"	56" Single Wheel	36"	48½"	H	H	15"	79¼"	934
96LDS4V	96"	56" Dual Wheel	36"	54½"	V	V	20"	95¼"	1055
96LDS4VH	96"	56" Dual Wheel	36"	54½"	V	H	20"	95¼"	1055
96LDS4H	96"	56" Dual Wheel	36"	54½"	H	H	20"	95¼"	1055

#### TOP OPENING COMPARTMENT MODELS

96VT	96"	56" Single Wheel	38"	48½"	V	V	15"	79¼"	1092
96VHT	96"	56" Single Wheel	38"	48½"	V	H	15"	79¼"	1092
96HT	96"	56" Single Wheel	38"	48½"	H	H	15"	79¼"	1092
96DS4VT	96"	56" Dual Wheel	38"	54½"	V	V	20"	95¼"	1245
96DS4VHT	96"	56" Dual Wheel	38"	54½"	V	H	20"	95¼"	1245
96DS4HT	96"	56" Dual Wheel	38"	54½"	H	H	20"	95¼"	1245

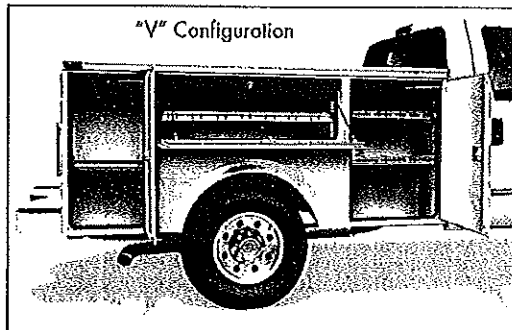


COMPARTMENT	"V" CONFIGURATION-CLEAR DOOR OPENINGS	
	STANDARD	LOW PROFILE/TOP OPEN
Front	23¼" w x 34" H	23¼" w x 30" H
Horizontal	43½" w x 14" H	43½" w x 10" H
Rear	15¼" w x 34" H	15¼" w x 30" H



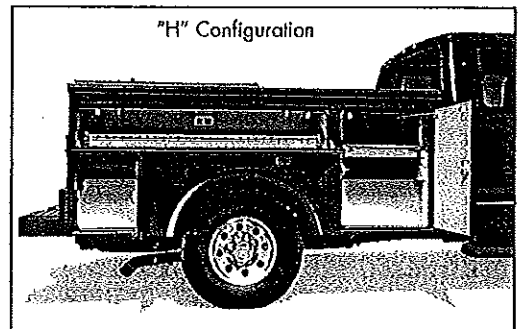
COMPARTMENT	"H" CONFIGURATION-CLEAR DOOR OPENINGS	
	STANDARD	LOW PROFILE/TOP OPEN
Front	23¼" w x 34" H	23¼" w x 30" H
Horizontal	63¼" w x 14" H	63¼" w x 10" H
Bottom Rear	15¼" w x 15¼" H	15¼" w x 15¼" H

See End View of bodies on page 11

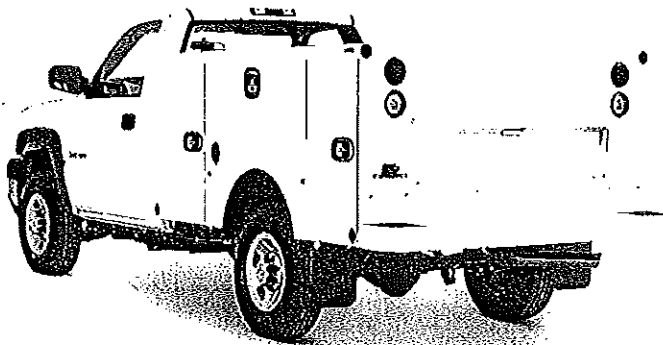


"V" Configuration

"VH" Models are available in reverse configuration: i.e., "H" compartment configuration on the street side and "V" compartment configuration on the curb side. Specify "HV" when ordering. For compartment configuration other than shown, please consult factory.



"H" Configuration



Body Shown with Stylized Automotive Door Latch Option.



Made in the U.S.A.

**Matches Or Exceeds Truck Manufacturers' Warranties**  

**6**  
 YEAR LIMITED WARRANTY  
 Hinges, Latches, Trays  
 and Rust Through

**3**  
 YEAR LIMITED WARRANTY  
 All Other  
 Body Components

In the interest of continuing product improvement, Omaha Standard Inc. reserves the right to modify, change or revise design and specifications and furnish product so altered without prior notice.

#### Standard Model Service Bodies Include:

- Pickup style slam tailgate
- Stainless steel rotary paddle latches on all doors
- Automotive door seals in all compartments
- Four (4) trays for front vertical compartments
- One (1) tray for "V" style horizontal compartment
- Galvanized steel tray dividers
- One shelf in each rear vertical compartment
- Spring loaded over-center door retainers on all full-sized vertical doors
- Cable retainers on small vertical doors on "H" configuration
- Cable retainers on curb side and street side horizontal doors
- Bodies are factory prime painted with gray epoxy electrocoat
- Universal "Quick Mount" mounting kit

# Additional Quote

George Nahas Chevrolet  
4135 E. SR44  
Wildwood, FL 34785  
Fred Evick  
Commercial/Fleet Account Executive (352) 418-2099

Vehicle Quoted  
2011 Chevrolet Silverado 2500 WT CC20903  
w/Factory options requested  
MSRP

Stock #  
VIN

Date of Quote  
12/17/2010

\$ 29,815.00

Purchase Price	\$ 20,890.91	trade - in
Less Trade Allowance	\$ -	approx must see
Trade Difference	\$ 20,890.91	vehicle
96V-L01 Omaha 8' SRW Service Body	\$ 4,495.00	
1801050-UTB Class 4 Receiver Hitch	\$ 214.00	
Spray On Bedliner	\$ 425.00	
Trailer Hitch	\$ -	
CAP Invoice Credit	\$ -	
Back-up Camera	\$ -	
Vehicle Price with Options	\$ 26,024.91	
Tire & Battery (FL)	\$ 6.50	
Billing & Handling	\$ -	
Taxable Total	\$ 26,031.41	
Sales Tax	\$ -	\$
County Tax	\$ -	
Tag Deposit (FL)	\$ -	
Statutory Warranty Fund	\$ -	
Subtotal Cost	\$ 26,031.41	
Fleet Incentive	\$ -	
NAHB	\$ -	If Member
GM Employee discount	\$ -	
Business Choice	\$ -	
GMAC Down Payment Assistance	\$ -	
AARP Bonus Cash	\$ -	
Trade payoff	\$ -	
Balance Due	\$ 26,031.41	
Less Deposit	\$ -	
Total	\$ 26,031.41	

Rebates	\$ -
Discount from MSRP	\$ 8,924.09
Discount & Rebates	\$ 8,924.09
Cost after disc & Reb	\$ 20,890.91
not including tax, tag and title	

Total Tax

Prepared for:  
Sumter County

Delivery Code 035

Quote good till

Additional Quote

George Nahas Chevrolet  
4135 E. SR44  
Wildwood, FL 34785  
Fred Evick  
Commercial/Fleet Account Executive (352) 418-2099

Vehicle Quoted  
2011 Chevrolet Express 2500 Van CG23705  
w/Factory options requested  
MSRP

Stock #  
VIN

Date of Quote  
12/17/2010

\$ 30,235.00

Purchase Price (Invoice)	\$ 22,238.75	trade - in
Less Trade Allowance	\$ -	approx must see
Trade Difference	\$ 22,238.75	vehicle
4318GX HVAC Interior Package	\$ 2,900.00	
LR6300 Dbl Loadsrite Ladder Rack	\$ 1,775.00	
Ladder Rack	\$ -	
Trailer Hitch	\$ -	
CAP Invoice Credit	\$ -	
Back-up Camera	\$ -	
Vehicle Price with Options	\$ 26,913.75	
Tire & Battery (FL)	\$ 6.50	
Billing & Handling	\$ -	
Taxable Total	\$ 26,920.25	
Sales Tax	\$ -	\$
County Tax	\$ -	
Tag Deposit (FL)	\$ -	
Statutory Warranty Fund	\$ -	
Subtotal Cost	\$ 26,920.25	
Fleet Incentive	\$ -	
NAHB	\$ -	If Member
GM Employee discount	\$ -	
Business Choice	\$ -	
GMAC Down Payment Assistance	\$ -	
AARP Bonus Cash	\$ -	
Trade payoff	\$ -	
Balance Due	\$ 26,920.25	
Less Deposit	\$ -	
Total	\$ 26,920.25	

Rebates	\$ -
Discount from MSRP	\$ 7,996.25
Discount & Rebates	\$ 7,996.25
Cost after disc & Reb	\$ 22,238.75
not including	
tax, tag and title	

Total Tax

Prepared for:  
Sumter County

Delivery Code

035

Quote good till